**Smart Meter Enabled Thermal Efficiency Ratings (SMETER) Innovation Competition Questions and Answers**

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| **Question** | **Answer** |
| 1. On page 41, Section 10.4 - Intellectual Property, the section states that BEIS will require access to data, results, outcomes, conclusions but not the actual IP.

However, in Annex 3 on page 63 of the same document, there seems to be a contradiction. Can you please clarify if this was an error or which one is the final decision regarding IP? | 1. To clarify our position on Intellectual Property, subject to the requirements relating to commercial exploitation (set out in clause 28 of the terms and conditions), ownership of Arising Intellectual Property will remain with the Contractor. For the purposes of clause 27 however, the Contractor should consider the Arising Intellectual Property to refer to the information, data, results, outcomes or conclusions created in developing and evaluating the SMETER product rather than the hardware, software and algorithms comprising the SMETER product itself.

Furthermore, Clause 27(5) is amended for this competition:If required, the Contractor shall procure for the Authority any worldwide, irrevocable, royalty-free license, from any third party, to use any Intellectual Property Rights that are essential to the functioning of and use of the Arising Intellectual Property, on reasonable commercial terms, that are no less favourable than those available to the Contractor. |
| 1. In the ITT you say that it’s the HTC that you are after but surely what you really want is HTC/total floor area (or other agreed area metric)?
 | 1. The ITT correctly sets out the metric to be measured. The heat transfer coefficient (HTC) allows us to identify high energy using households in order to identify the most significant areas for high carbon saving. Ideally, we would like to have both HTC and a measurement total floor area, but the focus of this project is on the measurement of HTC.
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| 1. How will the SMETER tests be coordinated with the co-heating tests (given the short time window where there is likely to be a reasonable difference between internal and external temperatures in Nov – Dec 2020?)
 | 1. The SMETER products will be installed for the whole period of the field trial in all homes involved in the trial. It is up to the TAC to make proposals about carrying out co-heating tests in a subset of field trial homes, and to foresee and address any coordination issues that may arise. While it would be ideal to have co-heating tests happening at a similar time to the SMETER assessment, the conditions within a house during a co-heating test are completely abnormal so it would not be ideal to have a SMETER taking measurements during this time.
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| 1. Are there any specific dissemination requirements after the project is completed?
 | 1. Dissemination following project completion will be largely focused around the sharing of data and associated learning. As per the ITT; The TAC will be required to create a final report and presentation to BEIS which will include; final testing results, field trail summary and associated learning and conclusions from customer marketing and plans for SMETER roll-out. Following the completion of the funded projects, BEIS will publish on its website a summary of the funded activities and the outcomes achieved. This will include a final summary report from each project detailing technical approach, key achievements and recommendations. BEIS may also revisit projects at a later date and publish research and/or evaluation reports for the scheme as a whole. BEIS however recognises the need to maintain confidentiality of commercially sensitive information. BEIS will consult Applicants regarding the nature of information to be published, in order to protect commercially sensitive information.
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| 1. Section 28 (Clause 5) states “if within three five years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor the Contractor shall if requested by the Authority assign the Arising Intellectual Property rights to the Authority”. Can you please clarify whether it is three OR five years?
 | 1. BEIS can confirm that Section 28 (Clause 5) should state that “if within FIVE years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor the Contractor shall, if requested by the Authority, assign the Arising Intellectual Property rights to the Authority.
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| 1. Is scoring done before or after BEIS have split proposals into families (i.e. it would appear be more appropriate to compare cost after splitting into families in order to compare like with like)?
 | 1. We have made the following amendment to section 9.3 of the tender:

BEIS will first assign proposals to different technology families which are described below in Section 9.3.1. After each proposal has been assigned to a family they will then be scored (within family groups) against the criteria set out in Section 9.1 using the method described in Section 9.2. |
| 1. With reference to Part B, Question 3 (Project Plan), of the Application form; Should part B & C be all one question, considering part C does not have a weighting allocated and seems to be an extension of part B of the Question.
 | 1. Yes, Section b of Question 3 “Project Plan” should read: “Provision of a Resource management plan to meet the Competition and Programme objectives. The applicant should provide: a team structure including roles and responsibilities for this Contract and the management procedures that would to apply to this Contract; this should include managing quality, management of any sub-contractors, and communications between the TAC and BEIS, the Competition Participants, and other stakeholders, and also communication within the team itself (weighting x 1)”.

To clarify, there are only 3 parts to this question, each with an equal (weighting x 1) totalling a potential 15 marks overall. |
| 1. What do you mean by “invoice values”? Are these
* Invoices rendered to BEIS by Contractor for the work we have done
* Invoices to Contractor from 3rd parties within the consortia?
* Invoices to Contractor from 3rd parties outside the consortia, eg hire of capital equipment?
* Something else?
 | 1. The intent is for the TAC/Supplier to set out the amount of £ that they will invoice when they have met an associated milestone on the Gantt chart, which should be submitted as part of the application. If the lead contractor are sub-contracting with others – or buying in goods/services from others to deliver – it is up to the lead contractor to arrange payments with others, but these payments do not need to be outlined as such in the Gantt Chart.

To clarify, we would expect to receive invoices from a single firm even when said supplier is working in consortia with third parties. Through providing a list of milestones and deliverables with associated dates and values we would hope to understand at what point we will receive an invoice, for what amount and to pay for which defined deliverable. |
| 1. I am pretty sure that 'Cost saving (A-B)' means 'How much extra would it cost the Department to own all of the IPR generated through the project?' However, please could I check that you want us to generate two sets of costs - one where we own the IP, and another where the Department owns the IP?
 | 9. Yes, as set out in the ITT, we would like you to generate two sets of costs: 1. Total price for exclusive development contract (whereby BEIS would retain all IP)2. Total price for SBRI contract (whereby supplier retains IP) This is for the purpose of calculating the cost savings to government through the SBRI procurement route, as opposed to a standard procurement. |
| 1. The ITT states “Contractors are invited to submit full tenders of no more than 30 pages”. Yet the application form itself is 42 pages long

Not sure how to square this circle? | 1. Contractors are invited to submit full tenders of no more than 30 pages, excluding the declarations.

This means that: 1. Title pages (excluding top/cover sheet);
2. Section a) Summary Information and;
3. Section b) Proposal Details

should come to no more than 30 pages together. However, Section c) Declarations will not be included in this 30 page limit. |
| 1. The ITT refer to BEIS undertaking a “significant review to understand the market potential to develop and commercially deploy methods for measuring thermal performance of homes using smart meter data.” (page 8).

It would be helpful to be able to see this review. A google search does not find it and I can’t find a reference for it in the ITT. Would it be possible for bidders to see this document? | 1. This was an internal review carried out within BEIS to help inform and develop the ITT for the SMETERS Project, and BEIS do not intend to publish it. However, all key learning points from the review are included within the ITT.
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| 1. Does each member of the consortia have to complete part 1 and part 2 of the self-declaration or just the contract lead?
 | 1. . We require all members of your consortium to complete and submit part 1 (potential supplier information) and part 2 (exclusion grounds) of the self-declaration, as part of the application.
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| 1. I have a couple of queries regarding Section 8 (Additional Questions), which includes a table regarding past performance, referenced Section 9.

'Suppliers who self-certify' - please clarify what group this relates to. If 6.1 has been fully completed will this meet the requirement? | 13.Yes if 6.1 has been fully completed then this will meet the requirement. |
| 1. 9.1 states that it should only be included by central government contracting authorities - please confirm that it applies in this case
 | 14.Yes, it does apply in this case. |
| 1. 9.1 (e) seems very onerous - we have some large subcontractors (whose involvement in the project may be quite modest); is seems
 | 15.We would only expect this to refer to sub-contractors that have a significant contribution, such as a main consortium member, as oppose to those who have minor or modest involvement in performing this contract. |
| 1. Can we remove (or do you count?) the 1st page and the Contact for Enquiries page from our submission, or do you count the 30 pages from Technical approach / Innovation?
 | 16.You may remove the 1st page and the Contact for Enquiries page from your submission (and as such they will not be counted). Page 1 will commence from where applicant begins their text (in this case it will be the page requiring details on lead applicant, project name and date). |
| 1. Can we remove

“ a) The proposed solution meets the programme objectives set out in section 1.3.1, the activity plan set out in sections 3.2 to 3.4 and addresses the challenges set out in section 3.5 (weighting x 2)” type questions from the response to save space? | 17.The questions and weightings attached must remain part of the application to support assessors in their evaluation.  |
| 1. When you say that the CV’s must be no more than 2 pages, is this 2 pages for all CV’s or no more than 2 pages per CV?
 | 18. There is a limit of 2 pages per individual CV, not all CVs provided. |
| 1. Can applicants for the TAC submit applications for the SBRI, but with the provision that the application will be withdrawn should a relevant bid for the TAC be successful and there be an actual or perceived Conflict of Interest?
 | 19.Yes. |
| 1. Should an academic team from within one of the TAC applicants institutions wish to bid for the SBRI competition, and we arrange that it is entirely independent of said team working on the TAC in terms of staff, and has suitable Ethical Walls in place, is it possible to make a legitimate application to the SBRI competition without being debarred by a perceived Conflict of Interest?
 | 20.Yes. However, included in your application should be an additional document which outlines what ethical walls you plan to put in place, how you plan to implement these and how these will address any perceived conflicts of interests. This will not count towards the page limit and will be evaluated centrally. |
| 1. Can we participate in the technology, or SMETER, benchmarking exercise in the test houses without claiming any project funding (i.e. at our cost)?

•If yes to the above, would this permit a clear written exemption from any claim on intellectual property (Arising IP or otherwise)? | 21.BEIS encourages any supplier that wishes to be involved to enter the competition. It is a commercial decision for a supplier whether to develop Smart Meter Enabled Thermal Efficiency (SMETERS) products outside of the competition without receiving any funding or signing a contract with BEIS. BEIS will be sharing outcomes from the competition. Consideration may be given to involving suppliers outside of the competition, in the way described, but the priority will be on engaging with suppliers who are part of the competition, recognising and respecting the contractual arrangements of the competition, including commercial confidentiality. |
| 1. If we will possibly work with an academic partner on the project to support some of the work packages (as subcontractors) and provide some advice - is there a need to complete a "Je-S" form which stands for Joint Electronic Submission?
 | 22.As BEIS will only be receiving and paying invoices from the lead contractor, and not directly from academic partners or sub-contractors, there is no need to complete a Je-S form. |
| 1. Is there any word limit on the questions, particularly 1 and 2?
 | 23.There is no word limit on questions. However, there is a limit of 30 pages for the whole application – excluding declarations, CVs (no more than 2 pages each) and supporting annexes. |
| 1. Section 10.4 (page 41) of the Application Guidance Notes sets out that BEIS requires a licence for its “internal non-commercial purposes”. However, clause 27(3) grants BEIS a licence to use the Arising Intellectual Property “for such purposes as the Authority in its absolute discretion deem fit” which is much wider.

Please could you clarify clause 27(3) to reflect the Application Guidance Notes? | 24.The license the supplier is required to grant to BEIS is for such purposes as BEIS would deem fit. However, the focus of BEIS is using this license to support the sharing of information, data, results, outcomes or conclusions created in developing and evaluating the SMETER product rather than for commercial purposes. BEIS would want to see the exploitation of any IP it has helped to develop and these clauses are in place to encourage this exploitation. |
| 1. Clause 28(5) currently says “If, within three five years…” – Please could you clarify whether it is 3 or 5 years?
 | 25.I can confirm that Section 28 (Clause 5) should state that “if within FIVE years of its creation, any Arising Intellectual Property has not been commercially exploited by the Contractor the Contractor shall, if requested by the Authority, assign the Arising Intellectual Property rights to the Authority”. |
| 1. I have had discussions with other relevant parties about joining us in a consortium. They were both interested but have decided to bid for the TAC role – obviously they can’t both win it.

The best approach I could think of was to include an entity as a sub-contractor to our organisation which would be either relevant party depending on who didn't win the TAC (or our choice of organisation if both failed to win). They would both be providing equivalent services to the bid. Can you let me know if you think this is sensible and allowable under the competition rules? Or if there is a better way of approaching this. | 1. We would welcome a bid from your organisation in which you would include an entity as a sub-contractor depending on the outcome of the TAC competition. The only challenge I can see would be in the “skill and expertise” section of the application form – where you would need to be very clear which sub-contractor brought what skills and expertise. You would also need to be clear who would be performing the work in the event that neither sub-contractor was successful in the TAC competition.
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| 1. We are in the process of completing the application form for the SMETER competition. Please can you confirm whether there is the possibility of requesting changes to the Terms and conditions attached to the SMETER competition application form? If we can make proposed changes, at what point should we put forward these proposals and in what form?
 | 27.Any requests of changes to Terms and Conditions of the SMETERs Innovation Competition can be emailed to builtenvironmentinnovation@beis.gov.uk as soon as possible so that they can be captured and published in the Question and Answer document to be published on Monday 22nd October. |
| 1. At the information day I understood that family 4 would cover solutions which offer additional features beyond an HTC measurement. Having looked more closely at the ITT literature though, it reads like solutions which either don't use smart meter data or are limited in their application... Both of these seem like negative things though so I'm struggling to understand why this would be set out as a family of it's own.

Could you give any more clarity on what the family actually covers? | 28.The Family 4 description is as intended. Additional functionality, beyond HTC measurement, would be a desirable feature of SMETERs in any family and is addressed separately in the scoring approach published in the ITT. |
| 1. There are hyperlinks in our Competition Application form that we have inserted to provide evidence to back up what we say. Can I assume that the process of marking the bids will be done on computer and that the application forms will not just be simply printed out, else all the hyperlinks will be lost?
 | 29.Yes, the process for assessing bids will be done on a computer so hyperlinks will be fine. |
| 1. Just to double check are we submitting questions to yourself or the email address included in the application document?
 | 30.Either is fine but the preferred would be builtenvironmentinnovation@beis.gov.uk  |
| 1. Please could you confirm if subcontractors are also required to complete Declaration 6: The General Data Protection Regulation Assurance Questionnaire for Contractors.
 | 31.Only the lead contractor is required to complete Declaration 6 (The GDPR Questionnaire). However, it is the responsibility of the lead contractor to ensure that all sub-contractors are complying with GDPR regulation. Therefore, the lead contractor is, in effect, completing it on behalf of sub-contractors as well. |
| 1. Are we able to propose any changes to the terms and conditions?
 | 32.As the Questions and Answer document is set to be published on Monday, it is now too late to start reviewing the terms and conditions and proposing amendments. |